Trujillo v. Apple Computer, Inc. et al Doc. 89 Att. 1

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS

JOSE TRUJILLO, individually and on behalf of all others similarly situated, Plaintiff, vs. APPLE COMPUTER, INC., a California Corporation, and AT&T MOBILITY LLC, a Georgia Corporation, Defendants.	Case No. 1:07-cv-04946 DECLARATION OF DAVID WILLIAMS

Dockets.Justia.com

I, David Williams, hereby declare as follows:

1. I am over 18 years of age and am employed by Apple Inc. ("Apple") as Senior Manager for Retail Store Operations. I state the following based on my own personal knowledge, and if called as a witness I could and would testify competently as to their truth.

2. In my capacity as Senior Manager for Retail Store Operations, I am familiar with Apple's retail store policies governing the sale and return of Apple's iPhone product. In particular, I am familiar with the Apple's policy concerning restocking fees that may be charged if a customer returns an iPhone they have purchased.

3. A true and correct copy of Apple's retail store policy for iPhone restocking fees is attached as Exhibit 1 to this declaration. This policy has been in place since Apple began selling iPhones in June 2007.

4. A customer who has purchased an iPhone from an Apple retail store may return it to any Apple retail store within 14 days for a refund of the original purchase price, so long as the iPhone is unopened in its original packaging.

5. If a customer who has opened the iPhone box wishes to return the iPhone to an Apple retail store (an "open-box" return), he may do so within 14 days after purchase if the product is still in new condition. Depending on the reason for the return, Apple may refund the original purchase price less a 10-percent restocking fee for open-box returns. However, there are several circumstances in which a customer may return an open-box iPhone to the Apple retail store without being assessed a restocking fee.

6. As noted in Exhibit 1, a customer may return an iPhone within thirty (30) days without being charged a restocking fee if the customer indicates that he or she does not agree with AT&T Mobility's terms and conditions of service.

7. Likewise, a customer may return an iPhone within thirty (30) days without being charged a restocking fee if the customer indicates that he or she does not agree to the terms of Apple's product warranty.

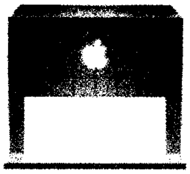
8. These examples are illustrative and are not exclusive of the circumstances under which an open-box iPhone may be returned to a retail store without incurring a restocking fee.

I declare under penalty of perjury that the foregoing is true and correct. Executed on February 22, 2008, at Cupertino, California.

David Williams

Exhibit 1

Store Operations



Purchase Policies

REDACTED

Return Policy
If a customer is not satisfied with his or her Apple purchase, he or she can return it with the original receipt and all original packaging within fourteen (14) calendar days of the date of purchase. If the item is returned, unopened, in the original box, we will exchange it or offer the customer a refund based on the original method of payment. Purchases made using a credit card or Apple Credit Account will be refunded in the form of a credit to the customer's account. Apple will mail a check within ten (10) business days for cash, cash equivalent, and check transactions in excess of $250.

Customers that have purchased an iPhone can return the iPhone within thirty (30) calendar days of the date of purchase without any restocking fee being assessed if they indicate that they meet any of the following conditions.

- They are unable to qualify for a service contract with AT&T
- They are unable to get acceptable cellular reception in their primary areas of use
- They do not agree to the terms of the AT&T service contract (including minimum term requirements)
- They do not agree to the terms of the applicable product warranty or any applicable software license agreement

Returning an iPhone to Apple does not cancel service contracts or commitments with AT&T. All customers returning an iPhone must be told to contact AT&T for assistance with service contracts and commitments.

Except as provided above, where permitted by applicable law, a 10 percent restocking fee will be assessed on any non-defective, opened hardware or accessory that will require Apple to perform rework prior to resale; please see the front of the receipt for products subject to these restocking fees. Opened software, memory, or other media can only be exchanged for the same item and cannot be returned for a refund. Items may only be returned in the country in which they were originally purchased.

Exceptions to this policy can only be made by a member of the store management team.

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